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<b>State:</b>	Arkansas	<b>Filing Company:</b>	Midland National Life Insurance Company
<b>TOI/Sub-TOI:</b>	L08 Life - Other/L08.000 Life - Other		
<b>Product Name:</b>	TR182, TR183, TR184 and TR185		
<b>Project Name/Number:</b>	TR182, TR183, TR184 and TR185/TR182, TR183, TR184 and TR185		

## Filing at a Glance

Company:	Midland National Life Insurance Company
Product Name:	TR182, TR183, TR184 and TR185
State:	Arkansas
TOI:	L08 Life - Other
Sub-TOI:	L08.000 Life - Other
Filing Type:	Form
Date Submitted:	08/28/2012
SERFF Tr Num:	NALH-128611967
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	TR182, TR183, TR184 AND TR185
Implementation	On Approval
Date Requested:	
Author(s):	Carrie Block, Laurie Gruba, Paula Kunkel-White, Gayle Lovorn, Gail Velen
Reviewer(s):	Linda Bird (primary)
Disposition Date:	09/04/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

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## General Information

Project Name: TR182, TR183, TR184 and TR185	Status of Filing in Domicile: Not Filed
Project Number: TR182, TR183, TR184 and TR185	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 09/04/2012
	State Status Changed: 09/04/2012
Deemer Date:	Created By: Gayle Lovorn
Submitted By: Gayle Lovorn	Corresponding Filing Tracking Number:

### Filing Description:

TR182 Accelerated Death Benefit Endorsement - Chronic and Terminal Illness  
TR183 Accelerated Death Benefit Endorsement - Terminal Illness  
TR184 Accelerated Death Benefit Endorsement - Chronic and Terminal Illness  
TR185 Accelerated Death Benefit Endorsement - Terminal Illness

We are filing the above forms for review and approval. These are new forms and do replace any forms currently on file. The forms are laser printed and we reserve the right to change fonts and layouts. We certify the font size will never be less than the minimum 10 point required. Licensed agents of the Company will market this product on an individual basis.

We are requesting approval for use with the policies contained in the statement of intent, they will be made available for both new issues and inforce business.

TR182 and TR184 are combination endorsements which have both Chronic Illness and Terminal Illness benefits. It allows the owner of the policy to accelerate a portion of the Death Benefit if he or she has been certified by a physician to be Chronically Ill or Terminally Ill. The definitions of Chronically Ill and Terminally Ill are stated in the endorsement form. The Owner can only elect the accelerate benefit under one of these conditions at any given time. There is no additional premium cost for this endorsement however; there is an administrative fee when the benefit is elected. The default payment method is a lump sum but the Owner can choose to receive a Periodic Payment on a semi-annual basis. There are certain qualifications that need to be met, if these qualifications are not met they will only receive the Terminal Illness Endorsement.

TR183 and TR185 are endorsements which have a Terminal Illness benefit. It allows the owner of the policy to accelerate a portion of the Death Benefit if he or she has been certified by a physician to be Terminally Ill. The definition of Terminally Ill is stated in the endorsement form. There is no additional premium cost for this endorsement however; there is an administrative fee when the benefit is elected. The default payment method is a lump sum but the Owner can choose to receive a Periodic Payment on a semi-annual basis. If qualifications Chronic Illness are not met they will only receive the Terminal Illness Endorsement.

### PLEASE NOTE:

TR182 and TR184 Accelerated Death Benefit Endorsement - Chronic and Terminal Illness.  
The above forms are similar to form TR155 which was approved March 17, 2010, under SERFF # NALH-126516042

TR183 and TR185 Accelerated Death Benefit Endorsement - Terminal Illness  
The above forms are similar to form TR156 which was approved March 17, 2010 under SERFF # NALH-126516042.

State: Arkansas

Filing Company:

Midland National Life Insurance Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name: TR182, TR183, TR184 and TR185

Project Name/Number: TR182, TR183, TR184 and TR185/TR182, TR183, TR184 and TR185

## Company and Contact

### Filing Contact Information

Gayle Lovorn, Senior Contracts Analyst  
525 W. Van Buren  
Chicago, IL 60607

glovorn@nacolah.com  
800-800-3656 [Phone] 87609 [Ext]  
312-648-7797 [FAX]

### Filing Company Information

Midland National Life Insurance  
Company  
525 W. Van Buren Street  
Chicago, IL 60607  
(800) 800-3656 ext. [Phone]

CoCode: 66044  
Group Code: 431  
Group Name:  
FEIN Number: 46-0164570

State of Domicile: Iowa  
Company Type: Life and  
Annuity  
State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$200.00  
Retaliatory? No  
Fee Explanation: \$50.00 per form x 4 forms  
Per Company: No

Company	Amount	Date Processed	Transaction #
Midland National Life Insurance Company	\$200.00	08/28/2012	62075669

<b>SERFF Tracking #:</b>	NALH-128611967	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	TR182, TR183, TR184 AND TR185
<b>State:</b>	Arkansas	<b>Filing Company:</b>	Midland National Life Insurance Company		
<b>TOI/Sub-TOI:</b>	L08 Life - Other/L08.000 Life - Other				
<b>Product Name:</b>	TR182, TR183, TR184 and TR185				
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/04/2012	09/04/2012

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Midland National Life Insurance Company
<b>TOI/Sub-TOI:</b>	L08 Life - Other/L08.000 Life - Other		
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## Disposition

Disposition Date: 09/04/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Actuarial memorandums		No
Supporting Document	Statement of Variability and sample additional benefits schedule page		Yes
Form	Accelerated Death Benefit Endorsement		Yes
Form	Accelerated Death Benefit Endorsement		Yes
Form	Accelerated Death Benefit Endorsement		Yes
Form	Accelerated Death Benefit Endorsement		Yes

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## Form Schedule

Lead Form Number: TR182, TR183, TR184 AND TR185							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		TR182	POLA	Accelerated Death Benefit Endorsement	Initial:	50.500	TR182 Combo ABR.pdf
2		TR183	POLA	Accelerated Death Benefit Endorsement	Initial:	50.100	TR183 Terminal Illness ABR .pdf
3		TR184	POLA	Accelerated Death Benefit Endorsement	Initial:	50.500	TR184 Combo ABR.pdf
4		TR185	POLA	Accelerated Death Benefit Endorsement	Initial:	50.100	TR185 Terminal Illness ABR .pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages



*A Stock Company*

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500

Administrative Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

[www.mnlife.com](http://www.mnlife.com)

## ACCELERATED DEATH BENEFIT ENDORSEMENT

PAYMENT OF ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT WILL REDUCE THE POLICY'S DEATH BENEFIT AND POLICY VALUES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE POLICY FUND, CASH SURRENDER VALUE, AND POLICY LOAN VALUE.

UNLIKE CONVENTIONAL LIFE INSURANCE PROCEEDS, AMOUNTS PAYABLE AS ACCELERATED DEATH BENEFITS COULD BE TAXABLE UNDER SOME CIRCUMSTANCES. WE RECOMMEND THAT YOU CONSULT YOUR PERSONAL TAX ADVISOR PRIOR TO ELECTING AN ACCELERATED DEATH BENEFIT UNDER THIS ENDORSEMENT TO ASSESS THE TAX TREATMENT IN YOUR INDIVIDUAL CIRCUMSTANCES.

THE ACCELERATED DEATH BENEFITS OF THIS ENDORSEMENT ARE NOT PAYABLE IF THE POLICY TO WHICH IT IS ATTACHED IS NOT IN EFFECT.

The Owner is referred to as "You" or "Your"; Midland National Life Insurance is referred to as "We", "Our", or "Us."

This Endorsement is attached to and made a part of Your Policy. Except as provided in this Endorsement, all other terms, provisions and conditions of Your Policy remain the same.

**EFFECTIVE DATE** – The Effective Date of this Endorsement is the Policy Date shown in the Schedule of Policy Benefits of Your Policy.

**CONSIDERATION** – This Endorsement is issued in consideration of the application and payment of the initial premium for the base Policy. There is no additional charge associated with this Endorsement. However, an administrative fee is required when an Accelerated Death Benefit Payment is made.

**ENDORSEMENT BENEFITS** – This Endorsement provides Accelerated Death Benefits for:

1. Terminal Illness; and
2. Chronic Illness.

You can only elect to Accelerate Death Benefits under one of these conditions at any given time.

We will pay You, or Your estate, a portion of the Policy Death Benefit You wish to accelerate upon Our receipt of due Proof of Qualifying Event that the Insured is Terminally Ill or Chronically Ill as defined in this Endorsement. Unless the Accelerated Death Benefits have been otherwise assigned or designated by You, such Accelerated Death Benefits will be paid:

1. While the Policy is in effect, other than by reduced paid-up life insurance; and
2. Upon Election by You; and
3. In lieu of payment of the full Death Benefit of the Policy upon the death of the Insured; and
4. Subject to the terms of this Endorsement.

The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

The maximum Death Benefit We will accelerate on the Policy is \$1,000,000.

Prior to or beginning with the Election to accelerate Death Benefits, You, and any Irrevocable Beneficiary, will be provided a statement demonstrating the effect of the acceleration of the Death Benefit payment on the Policy's Net Cash Surrender Value, Death Benefit, Monthly Deductions, and Policy Debt. It will include any premium necessary to continue coverage following acceleration, the administrative fee and the discount applied to the Accelerated Death Benefit.

**ACCELERATED DEATH BENEFIT PAYMENT** – The Accelerated Death Benefit Payment will be determined upon Your Election. The following factors may be used in the determination of the payment:

1. The Accelerated Death Benefit; and
2. The Policy Fund of the Policy; and
3. The Guaranteed Maximum Cost of Insurance Rates of the Policy; and
4. The future expected lifetime of the Insured; and
5. The Accelerated Death Benefit Interest Rate in effect; and
6. The administrative fee. The maximum administrative fee will not exceed \$200.00 for each Election.

We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated. The discount will be based on mortality rates and an annual interest rate which has been declared by Us in effect as of the Election Date.

The Accelerated Death Benefit Payment will be less than the Accelerated Death Benefit.

**DEATH BENEFIT** – If You elect to receive Accelerated Death Benefits under this Endorsement, the Policy's Death Benefit payable upon due proof of death of the Insured to Your Beneficiary will be reduced. We will reduce the Death Benefit amount by the Accelerated Death Benefits under this Endorsement. Upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement. For Periodic Payments for Chronic Illness, the Death Benefit will be reduced at the time of each Periodic Payment.

**COORDINATION OF ACCELERATED DEATH BENEFITS** – We will not simultaneously accelerate any portion of the Policy's Death Benefit for Chronic Illness and Terminal Illness under this Endorsement. You must discontinue any existing Accelerated Death Benefit Payments for Chronic Illness in order to elect the Accelerated Death Benefit for Terminal Illness under this Endorsement.

**POLICY CHANGES** – If, prior to the Election of Accelerated Death Benefits under this Endorsement, You elect to increase the Specified Amount or change from a Level Death Benefit Option to an Increasing Death Benefit Option while this Endorsement is in effect, and the evidence of insurability is not satisfactory to meet the requirements for this Endorsement, the total Policy Death Benefit that is eligible for acceleration under this Endorsement will be limited to the Death Benefit immediately prior to the increase or change in the Death Benefit Option.

**PROVISIONS OR RIDERS OR ENDORSEMENTS THAT RESTRICT CHANGES TO YOUR DEATH BENEFIT** – If You have elected a Policy provision, Rider, or Endorsement that restricts You from making changes to Your Death Benefit, You may not elect Accelerated Death Benefits under this Endorsement.

## DEFINITIONS

**Activities of Daily Living** – are those basic human functional abilities, which measure the Insured's ability for self care, to live independently without Substantial Assistance from another person as described below:

1. Bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
2. Continence – the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
3. Dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs;
4. Eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously;
5. Toileting – the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; and
6. Transferring – the ability to move into or out of a bed, chair or wheelchair.

**Accelerated Death Benefits** – are the advance payment of a portion of the Death Benefits payable under Your Policy, subject to the conditions of this Endorsement. At the time of each Election, You will specify the portion of the Death Benefit You wish to accelerate, which is the Accelerated Death Benefit on the Election Date.

**Accelerated Death Benefit Interest Rate** – means the interest rate used in calculating the Accelerated Death Benefit Payment. The Accelerated Death Benefit Interest Rate will not exceed the greater of:

1. The yield on 90-day U.S. Treasury Bills on the Election Date; and
2. The maximum adjustable Policy Loan interest rate allowed by law on each Election Date.

**Chronically Ill or Chronic Illness** – means the Insured has been certified through a written certification by a Physician within the last 12 months as:

1. Being permanently unable to perform, for at least 90 consecutive days without Substantial Assistance from another person, at least two Activities of Daily Living; “90 consecutive days” includes consecutive days immediately prior to the Policy being in effect; or
2. Requiring Substantial Supervision by another person, to protect oneself from threats to health and safety due to Severe Cognitive Impairment.

**Election Date** – means the Monthly Anniversary immediately following the date the signed application to elect Accelerated Death Benefits under this Endorsement is approved by Us.

**Immediate Family** – means the spouse, children, siblings, parents, grandparents, grandchildren, and any of their spouses.

**Initial Election Date** – means the first Election Date You elect Accelerated Death Benefits for Chronic Illness under this Endorsement.

**Physician** – is a licensed medical doctor or licensed doctor of osteopathy operating within the scope of the license. A Physician cannot be You, the Insured, a member of Your Immediate Family, or a member of the Insured’s Immediate Family.

**Proof of Qualifying Event** – is a Written Notice consisting of documents necessary to prove the Insured’s eligibility for Accelerated Death Benefits under this Endorsement. “Written Notice” is a properly completed application form and a Physician’s written certification acceptable to Us that the Insured meets the definition of Chronic Illness or Terminal Illness. We may request additional medical information from the Insured’s Physician which describes the nature and extent of the Qualifying Event. For Chronic Illness, a Physician’s written certification must be received every 12 months to continue to qualify for Accelerated Death Benefits.

**Protected Status** – means the Policy has met the requirements for Protected Status Eligibility and is guaranteed to not enter the Grace Period.

**Protected Status Eligibility** – the Policy will permanently be placed in Protected Status if the total Death Benefits accelerated under this Endorsement are equal to or greater than the Cumulative Accelerated Death Benefit Percentage shown in the Schedule of Policy Benefits for this Endorsement, multiplied by the Death Benefit on the Initial Election Date.

**Qualifying Event** – means a medical condition which results in a Chronic Illness or Terminal Illness. After We receive Proof of Qualifying Event, We may require a second opinion and examination by a Physician We designate. In the event the Insured’s Physician and Our appointed Physician disagree on whether the Insured is Chronically Ill or Terminally Ill, Accelerated Death Benefit eligibility will be determined by a third medical opinion provided by a Physician mutually acceptable to both You and Us. We will pay for the expense of these additional medical opinions.

**Residual Death Benefit** – is the greater of 5% of the Policy Death Benefit on the Initial Election Date or \$10,000. The Residual Death Benefit only applies to Accelerated Death Benefits for Chronic Illness.

**Severe Cognitive Impairment** – means deterioration or loss of intellectual capacity that is measured by clinical evidence and standardized tests, which reliably measure impairment in:

1. Short-term or long-term memory; or
2. Orientation to person, place or time; or
3. Deductive or abstract reasoning; or
4. Judgment as it relates to safety awareness.

**Substantial Assistance** – means stand-by or hands-on assistance from another person without which the Insured receiving such assistance would be unable to perform Activities of Daily Living. Stand-by assistance means the presence of another person within arm’s reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while he/she is performing Activities of Daily Living. Hands-on assistance means the direct physical assistance of another person.

**Substantial Supervision** – means requiring continual supervision by another person to protect the Insured from threats to health or safety due to Severe Cognitive Impairment and may include cueing by verbal prompting, gestures, or other similar demonstrations.

**Terminally Ill or Terminal Illness** – means the Insured has been certified through a written certification by a Physician that the Insured has been diagnosed with a medical condition which results in a drastically limited life span. A drastically limited life span is a life span of 24 months or less.

## **SECTION 1: ACCELERATED DEATH BENEFITS FOR TERMINAL ILLNESS**

**BENEFIT AMOUNT FOR TERMINAL ILLNESS** – At the time of Election, You will specify the Accelerated Death Benefit, which is the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Terminal Illness is the smaller of 10% of the Death Benefit on the Election Date or \$100,000.

The maximum Accelerated Death Benefit for Terminal Illness is the smaller of 75% of the Death Benefit on the Election Date or \$750,000.

The Accelerated Death Benefit may be limited when policy changes are made. See the Policy Changes provision on the second page for details.

**BENEFIT PAYMENT FOR TERMINAL ILLNESS** – The Accelerated Death Benefit Payment will be paid in a lump sum, and will at least be equal to the Net Cash Surrender Value multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ELECTION OF BENEFITS FOR TERMINAL ILLNESS** – To elect Accelerated Death Benefits, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Administrative Office. If We do not send the application to Your last known address within 15 days of the receipt of Your request, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Insured is Terminally Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

Only one Election can be made for Terminal Illness. If the Insured dies after You elect to receive Accelerated Death Benefits under this Endorsement, but before any Accelerated Death Benefit Payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy.

### **SECTION 1A: EFFECT OF TERMINAL ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS**

**SPECIFIED AMOUNT** – The Specified Amount will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy.

**MONTHLY DEDUCTION** – We will waive the Monthly Deductions following the Election of Accelerated Death Benefits for Terminal Illness.

**POLICY FUND** – The Policy Fund will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**MINIMUM POLICY FUND** – The Minimum Policy Fund will be reduced on the Election Day by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**GRACE PERIOD AND NO LAPSE GUARANTEE** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, the Policy will not enter the Grace Period. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy.

**POLICY DEBT** – If the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the “Debt Repayment Amount”. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ADDITIONAL ACCOUNTS** – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy’s Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

After You receive benefits for Accelerated Death Benefits for Terminal Illness under this Endorsement, We will waive any items deducted from the additional account.

**OTHER RIDERS AND ENDORSEMENTS** – Upon Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement.

**POLICY LOANS** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of the Accelerated Death Benefit Payment will be used to repay any Policy Debt in effect on the Election Date.

**WITHDRAWALS** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may take Withdrawals as stated in Your Policy.

**POLICY CHANGES** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

## SECTION 2: ACCELERATED DEATH BENEFITS FOR CHRONIC ILLNESS

**BENEFIT AMOUNT FOR CHRONIC ILLNESS** – At the time of Election, You will specify the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Chronic Illness at each Election, except the Final Election, is the smaller of 5% of the Policy Death Benefit on the Initial Election Date or \$50,000.

The maximum Accelerated Death Benefit for Chronic Illness at each Election is the smaller of 24% of the Policy Death Benefit on the Initial Election Date, or \$240,000. This amount may be smaller for a Final Election.

You can accelerate an amount less than the minimum Accelerated Death Benefit for Chronic Illness allowed if it is necessary to do so to comply with the \$1,000,000 maximum Accelerated Death Benefit limitation for this Endorsement.

The Accelerated Death Benefit may be limited when policy changes are made. See the Policy Changes provision on page 2 for details.

**BENEFIT PAYMENT FOR CHRONIC ILLNESS** – Each Accelerated Death Benefit Payment will be paid in a lump sum, unless a Periodic Payment is chosen by You. The lump sum payment will at least be equal to the Net Cash Surrender Value immediately prior to the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**PERIODIC PAYMENT** – Under a Periodic Payment, We will divide the Accelerated Death Benefit Payment into equal Periodic Payments that will be paid in lieu of a lump sum payment. You may select to receive Periodic Payments as frequently as once each month.

**FINAL ELECTION** – A Final Election is available if the maximum Chronic Illness Accelerated Death Benefit at the time of the Election is greater than the remaining Death Benefit in the Policy, minus the Residual Death Benefit. A Final Election occurs when You accelerate all of the remaining Death Benefit in Your Policy minus the Residual Death Benefit. The payment must first be applied to pay off any Policy Debt to Us.

Upon a Final Election, all Riders and Endorsements attached to the Policy, except this Endorsement, will terminate on the Final Election date. Policy Loans are not available after a Final Election.

**RESIDUAL DEATH BENEFIT** – If a Final Election has occurred, the Residual Death Benefit will be paid to the Beneficiary in a lump sum upon due proof of death of the Insured.

**ELECTION OF BENEFITS FOR CHRONIC ILLNESS** – To elect Accelerated Death Benefits, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Administrative Office. If We do not send the application to Your last known address within 15 days of the receipt of Your notice, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Insured is Chronically Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

A Chronic Illness Election is effective for 12 months starting from the Election Date and only one Election can be made in this 12-month period.

If the Insured dies after You elect to receive Accelerated Death Benefits, but before the payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy. If the Insured dies before all Periodic Payments are paid, We will pay the Death Benefit in lieu of the remaining Accelerated Death Benefit Payments.

**SECTION 2A: EFFECT OF CHRONIC ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS  
ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS**

**SPECIFIED AMOUNT** – The Specified Amount will be reduced on each Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Specified Amount will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy. If prior to a Final Election We are no longer paying Accelerated Death Benefits, the Cost Of Insurance charges will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

**MONTHLY DEDUCTION** – If the Death Benefit immediately prior to the initial Election Date does not exceed \$1,000,000, We will waive the Monthly Deductions while an Election is in effect (12 months following Election Date).

If the Death Benefit immediately prior to the initial Election Date exceeds \$1,000,000, while an Election is in effect, (12 months following the Election Date), the Monthly Deductions will be multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Specified Amount immediately prior to the initial Election Date less \$1,000,000
2. Specified Amount on the Election Date.

Monthly Deductions will stop being waived when an Election is no longer in effect.

**POLICY FUND** – The Policy Fund will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Policy Fund will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

**MINIMUM POLICY FUND** – The Minimum Policy Fund will be reduced on the Election Day by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Minimum Policy Fund will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

**GRACE PERIOD AND NO LAPSE GUARANTEE** – The Policy will not enter the Grace Period while an Election is in effect or the Policy is in Protected Status. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy while an Election is in effect or while the Policy is in Protected Status.

If no Election is in effect and the Policy is not in Protected Status, any Monthly No Lapse Guarantee Premium required to continue the No Lapse Guarantee will be due. The new Monthly No Lapse Guarantee Premium after each Accelerated Death Benefit Payment will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

**POLICY DEBT** – If You elect to receive Accelerated Death Benefits under this Endorsement while the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the Debt Repayment Amount will be divided equally over each Periodic Payment and will be applied at the time of each Periodic Payment.

**ADDITIONAL ACCOUNTS** – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the additional account will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

While We are paying Accelerated Death Benefits, We will waive any items deducted from the additional account. We will also waive these items after a Final Election.

**OTHER RIDERS AND ENDORSEMENTS** – Upon any Election other than a Final Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement. Upon a Final Election, all Riders and Endorsements, except this Endorsement, attached to the Policy will terminate on the Final Election date. After the Initial Election Date, no additional Riders or Endorsements may be added to the Policy to which this Endorsement is attached. The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

**POLICY LOANS** – After any Election, other than a Final Election, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of each Accelerated Death Benefit Payment will be used to repay any Policy Debt. Following a Final Election, Policy Loans are not available.

**WITHDRAWALS** – If You elect to receive Accelerated Death Benefits under this Endorsement, Withdrawals are not available while an Election is in effect or the Policy is in Protected Status. After You have received Benefits for Chronic Illness under this Endorsement, if the Policy is not in Protected Status, You may take Withdrawals as stated in Your Policy.

**POLICY CHANGES** – If You elect to receive Accelerated Death Benefits under this Endorsement, You cannot elect to increase or decrease the Specified Amount or change the Death Benefit Option on the Policy while an Election is in effect or the Policy is in Protected Status. If no Election is in effect and the Policy is not in Protected Status, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

**DEATH BENEFITS AFTER MAXIMUM BENEFIT** – If You have accelerated the maximum Accelerated Death Benefit of \$1,000,000 from the Policy, the following provisions will apply:

1. If a Final Election has occurred, the Residual Death Benefit will be paid upon due proof of death of the Insured.
2. If a Final Election has not occurred and the Policy is in Protected Status, the Policy is guaranteed not to enter the Grace Period, and, upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement.
3. If a Final Election has not occurred and the Policy is not in Protected Status, We will pay a Death Benefit of at least \$50,000 upon due proof of death of the Insured.

## OTHER PROVISIONS

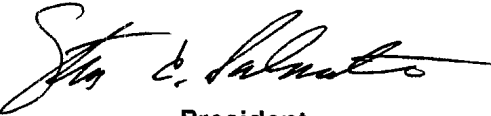
**INCONTESTABILITY** – This Endorsement is contestable on the same basis as the Policy to which it is attached.


**REINSTATEMENT** – If the Policy is reinstated, this Endorsement will be reinstated unless the maximum Accelerated Death Benefit has been paid under this Endorsement.

**TERMINATION OF THIS ENDORSEMENT** – This Endorsement will terminate upon the earliest of:

1. The date the Insured dies; or
2. The date the maximum Accelerated Death Benefit is paid; or
3. The Monthly Anniversary following Our receipt of Your written request to terminate this Endorsement; or
4. The date the Policy terminates; or
5. The date You elect a Non-Forfeiture Option under the Policy.

Termination of this Endorsement will not affect any Accelerated Death Benefit Payments that were made while this Endorsement was in effect.

  
President

  
Secretary



*A Stock Company*

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500

Administrative Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

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## ACCELERATED DEATH BENEFIT ENDORSEMENT

PAYMENT OF AN ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT WILL REDUCE THE POLICY'S DEATH BENEFIT AND POLICY VALUES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE POLICY FUND, CASH SURRENDER VALUE, AND POLICY LOAN VALUE.

UNLIKE CONVENTIONAL LIFE INSURANCE PROCEEDS, AMOUNTS PAYABLE AS ACCELERATED DEATH BENEFITS COULD BE TAXABLE UNDER SOME CIRCUMSTANCES. WE RECOMMEND THAT YOU CONSULT YOUR PERSONAL TAX ADVISOR PRIOR TO ELECTING AN ACCELERATED DEATH BENEFIT UNDER THIS ENDORSEMENT TO ASSESS THE TAX TREATMENT IN YOUR INDIVIDUAL CIRCUMSTANCES.

THE ACCELERATED DEATH BENEFIT OF THIS ENDORSEMENT IS NOT PAYABLE IF THE POLICY TO WHICH IT IS ATTACHED IS NOT IN EFFECT.

The Owner is referred to as "You" or "Your"; Midland National Life Insurance is referred to as "We", "Our", or "Us."

This Endorsement is attached to and made a part of Your Policy. Except as provided in this Endorsement, all other terms, provisions and conditions of Your Policy remain the same.

**EFFECTIVE DATE** – The Effective Date of this Endorsement is the Policy Date shown in the Schedule of Policy Benefits of Your Policy.

**CONSIDERATION** – This Endorsement is issued in consideration of the application and payment of the initial premium for the base Policy. There is no additional charge associated with this Endorsement. However, an administrative fee is required when an Accelerated Death Benefit Payment is made.

**ENDORSEMENT BENEFIT** – This Endorsement provides an Accelerated Death Benefits for Terminal Illness.

We will pay You, or Your estate, a portion of the Policy Death Benefit You wish to accelerate upon Our receipt of due Proof of Qualifying Event that the Insured is Terminally Ill as defined in this Endorsement. Unless the Accelerated Death Benefit has been otherwise assigned or designated by You, such Accelerated Death Benefit will be paid:

1. While the Policy is in effect, other than by reduced paid-up life insurance; and
2. Upon Election by You; and
3. In lieu of payment of the full Death Benefit of the Policy upon the death of the Insured; and
4. Subject to the terms of this Endorsement.

The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

Prior to or beginning with the Election to accelerate Death Benefits, You, and any Irrevocable Beneficiary, will be provided a statement demonstrating the effect of the acceleration of the Death Benefit payment on the Policy's Net Cash Surrender Value, Death Benefit, Monthly Deductions, and Policy Debt. It will include any premium necessary to continue coverage following acceleration, the administrative fee and the discount applied to the Accelerated Death Benefit.

**ACCELERATED DEATH BENEFIT PAYMENT** – The Accelerated Death Benefit Payment will be determined upon Your Election. The following factors may be used in the determination of the payment:

1. The Accelerated Death Benefit; and
2. The future expected lifetime of the Insured; and
3. The Accelerated Death Benefit Interest Rate in effect; and
4. The administrative fee. The maximum administrative fee will not exceed \$200.00 for each Election.

We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated. The discount will be based on mortality rates and an annual interest rate which has been declared by Us in effect as of the Election Date.

The Accelerated Benefit Payment will be less than the Accelerated Death Benefit.

**DEATH BENEFIT** – If You elect to receive an Accelerated Death Benefit under this Endorsement, the Policy's Death Benefit payable upon due proof of death of the Insured to Your Beneficiary will be reduced. We will reduce the Death Benefit amount by the Accelerated Death Benefit under this Endorsement. Upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement.

**PROVISIONS OR RIDERS OR ENDORSEMENTS THAT RESTRICT CHANGES TO YOUR DEATH BENEFIT** – If You have elected a Policy provision, Rider, or Endorsement that restricts You from making changes to Your Death Benefit, You may not elect an Accelerated Death Benefit under this Endorsement.

## DEFINITIONS

**Accelerated Death Benefit** – is the advance payment of a portion of the Death Benefit payable under Your Policy, subject to the conditions of this Endorsement. At the time of Election, You will specify the portion of the Death Benefit You wish to accelerate, which is the Accelerated Death Benefit on the Election Date.

**Accelerated Death Benefit Interest Rate** – means the interest rate used in calculating the Accelerated Death Benefit. The Accelerated Death Benefit Interest Rate will not exceed the greater of:

The yield on 90-day U.S. Treasury Bills on the Election Date; and

The maximum adjustable Policy Loan interest rate allowed by law on each Election Date.

**Election Date** – means the Monthly Anniversary immediately following the date the signed application to elect an Accelerated Death Benefits under this Endorsement is approved by Us.

**Immediate Family** – means the spouse, children, siblings, parents, grandparents, grandchildren, and any of their spouses.

**Physician** – is a licensed medical doctor or licensed doctor of osteopathy operating within the scope of the license. A Physician cannot be You, the Insured, a member of Your Immediate Family, or a member of the Insured's Immediate Family.

**Proof of Qualifying Event** – is a Written Notice consisting of documents necessary to prove the Insured's eligibility for an Accelerated Death Benefit under this Endorsement. "Written Notice" is a properly completed application form and a Physician's written certification acceptable to Us that the Insured meets the definition of Terminal Illness. We may request additional medical information from the Insured's Physician which describes the nature and extent of the Qualifying Event.

**Qualifying Event** – means a medical condition which results in a Terminal Illness. After We receive Proof of Qualifying Event, We may require a second opinion and examination by a Physician We designate. In the event the Insured's Physician and Our appointed Physician disagree on whether the Insured is Terminally Ill, Accelerated Death Benefit eligibility will be determined by a third medical opinion provided by a Physician mutually acceptable to both You and Us. We will pay for the expense of these additional medical opinions.

**Terminally Ill or Terminal Illness** – means the Insured has been certified through a written certification by a Physician that the Insured has been diagnosed with a medical condition which results in a drastically limited life span. A drastically limited life span is a life span of 24 months or less.

## **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

**BENEFIT AMOUNT FOR TERMINAL ILLNESS** – At the time of Election, You will specify the Accelerated Death Benefit, which is the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Terminal Illness is the smaller of 10% of the Death Benefit on the Election Date or \$100,000.

The maximum Accelerated Death Benefit for Terminal Illness is the smaller of 75% of the Death Benefit on the Election Date or \$750,000.

The Accelerated Death Benefit may be limited when policy changes are made. See the Accelerated Death Benefit Payment provision for details.

**BENEFIT PAYMENT FOR TERMINAL ILLNESS** – The Accelerated Death Benefit Payment will be paid in a lump sum, and will at least be equal to the Net Cash Surrender Value multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ELECTION OF BENEFITS FOR TERMINAL ILLNESS** – To elect an Accelerated Death Benefit, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Administrative Office. If We do not send the application to Your last known address within 15 days of the receipt of Your request, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Insured is Terminally Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

Only one Election can be made for Terminal Illness. If the Insured dies after You elect to receive an Accelerated Death Benefit under this Endorsement, but before any Accelerated Death Benefit Payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy.

### **SECTION 1: EFFECT OF TERMINAL ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS**

**SPECIFIED AMOUNT** – The Specified Amount will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy.

**MONTHLY DEDUCTION** – We will waive the Monthly Deductions following the Election of an Accelerated Death Benefit for Terminal Illness.

**POLICY FUND** – The Policy Fund will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**MINIMUM POLICY FUND VALUE** – The Minimum Policy Fund Value will be reduced on the Election Day by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**GRACE PERIOD AND NO LAPSE GUARANTEE** – After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, the Policy will not enter the Grace Period. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy.

**POLICY DEBT** – If the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ADDITIONAL ACCOUNTS** – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, We will waive any items deducted from the additional account.

**OTHER RIDERS AND ENDORSEMENTS** – Upon Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement.

**POLICY LOANS** – After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of the Accelerated Death Benefit Payment will be used to repay any Policy Debt in effect on the Election Date.

**WITHDRAWALS** – After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, You may take Withdrawals as stated in Your Policy.

**POLICY CHANGES** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

#### **OTHER PROVISIONS**

**INCONTESTABILITY** – This Endorsement is contestable on the same basis as the Policy to which it is attached.

**REINSTATEMENT** – If the Policy is reinstated, this Endorsement will be reinstated unless the maximum Accelerated Death Benefit has been paid under this Endorsement.

**TERMINATION OF THIS ENDORSEMENT** – This Endorsement will terminate upon the earliest of:

1. The date the Insured dies; or
2. The date the maximum Accelerated Death Benefit is paid; or
3. The Monthly Anniversary following Our receipt of Your written request to terminate this Endorsement; or
4. The date the Policy terminates; or
5. The date You elect a Non-Forfeiture Option under the Policy.

Termination of this Endorsement will not affect any Accelerated Death Benefit Payment that was made while this Endorsement was in effect.

  
President

  
Secretary



*A Stock Company*

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500  
Administrative Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223  
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## ACCELERATED DEATH BENEFIT ENDORSEMENT

**PAYMENT OF ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT WILL REDUCE THE POLICY'S DEATH BENEFIT AND POLICY VALUES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE ACCOUNT VALUE (POLICY FUND), CASH SURRENDER VALUE, AND POLICY LOAN VALUE.**

**UNLIKE CONVENTIONAL LIFE INSURANCE PROCEEDS, AMOUNTS PAYABLE AS ACCELERATED DEATH BENEFITS COULD BE TAXABLE UNDER SOME CIRCUMSTANCES. WE RECOMMEND THAT YOU CONSULT YOUR PERSONAL TAX ADVISOR PRIOR TO ELECTING AN ACCELERATED DEATH BENEFIT UNDER THIS ENDORSEMENT TO ASSESS THE TAX TREATMENT IN YOUR INDIVIDUAL CIRCUMSTANCES.**

**THE ACCELERATED DEATH BENEFITS OF THIS ENDORSEMENT ARE NOT PAYABLE IF THE POLICY TO WHICH IT IS ATTACHED IS NOT IN EFFECT.**

The Owner is referred to as "You" or "Your"; Midland National Life Insurance is referred to as "We", "Our", or "Us."

This Endorsement is attached to and made a part of Your Policy. Except as provided in this Endorsement, all other terms, provisions and conditions of Your Policy remain the same.

**EFFECTIVE DATE** – The Effective Date of this Endorsement is the Policy Date shown in the Schedule of Policy Benefits of Your Policy.

**CONSIDERATION** – This Endorsement is issued in consideration of the application and payment of the initial premium for the base Policy. There is no additional charge associated with this Endorsement. However, an administrative fee is required when an Accelerated Death Benefit Payment is made.

**ENDORSEMENT BENEFITS** – This Endorsement provides Accelerated Death Benefits for:

1. Terminal Illness; and
2. Chronic Illness.

You can only elect to Accelerate Death Benefits under one of these conditions at any given time.

We will pay You or Your estate, a portion of the Policy Death Benefit You wish to accelerate upon Our receipt of due Proof of Qualifying Event that the Insured is Terminally Ill or Chronically Ill as defined in this Endorsement. Unless the Accelerated Death Benefits have been otherwise assigned or designated by You, such Accelerated Death Benefits will be paid:

1. While the Policy is in effect, other than by reduced paid-up life insurance; and
2. Upon Election by You; and
3. In lieu of payment of the full Death Benefit of the Policy upon the death of the Insured; and
4. Subject to the terms of this Endorsement.

The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

The maximum Death Benefit We will accelerate on the Policy is \$1,000,000.

Prior to or beginning with the Election to accelerate Death Benefits, You, and any Irrevocable Beneficiary, will be provided a statement demonstrating the effect of the acceleration of the Death Benefit payment on the Policy's Net Cash Surrender Value, Death Benefit, Monthly Deductions, and Policy Debt. It will include any premium necessary to continue coverage following acceleration, the administrative fee and the discount applied to the Accelerated Death Benefit.

**ACCELERATED DEATH BENEFIT PAYMENT** – The Accelerated Death Benefit Payment will be determined upon Your Election. The following factors may be used in the determination of the payment:

1. The Accelerated Death Benefit; and
2. The Account Value (Policy Fund) of the Policy; and
3. The Guaranteed Maximum Cost of Insurance Rates of the Policy; and
4. The future expected lifetime of the Insured; and
5. The Accelerated Death Benefit Interest Rate in effect; and
6. The administrative fee. The maximum administrative fee will not exceed \$200.00 for each Election.

We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated. The discount will be based on mortality rates and an annual interest rate which has been declared by Us in effect as of the Election Date.

The Accelerated Death Benefit Payment will be less than the Accelerated Death Benefit.

**DEATH BENEFIT** – If You elect to receive Accelerated Death Benefits under this Endorsement, the Policy's Death Benefit payable upon due proof of death of the Insured to Your Beneficiary will be reduced. We will reduce the Death Benefit amount by the Accelerated Death Benefits under this Endorsement. Upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement. For Periodic Payments for Chronic Illness, the Death Benefit will be reduced at the time of each Periodic Payment.

**COORDINATION OF ACCELERATED DEATH BENEFITS** – We will not simultaneously accelerate any portion of the Policy's Death Benefit for Chronic Illness and Terminal Illness under this Endorsement. You must discontinue any existing Accelerated Death Benefit Payments for Chronic Illness in order to elect the Accelerated Death Benefit for Terminal Illness under this Endorsement.

**POLICY CHANGES** – If, prior to the Election of Accelerated Death Benefits under this Endorsement, You elect to increase the Specified Amount or change from a Level Death Benefit Option to an Increasing Death Benefit Option while this Endorsement is in effect, and the evidence of insurability is not satisfactory to meet the requirements for this Endorsement, the total Policy Death Benefit that is eligible for acceleration under this Endorsement will be limited to the Death Benefit immediately prior to the increase or change in the Death Benefit Option.

**PROVISIONS OR RIDERS OR ENDORSEMENTS THAT RESTRICT CHANGES TO YOUR DEATH BENEFIT** – If You have elected a Policy provision, Rider, or Endorsement that restricts You from making changes to Your Death Benefit, You may not elect Accelerated Death Benefits under this Endorsement.

## DEFINITIONS

**Activities of Daily Living** – are those basic human functional abilities, which measure the Insured's ability for self care, to live independently without Substantial Assistance from another person as described below:

1. Bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
2. Continence – the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
3. Dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs;
4. Eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously;
5. Toileting – the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; and
6. Transferring – the ability to move into or out of a bed, chair or wheelchair.

**Accelerated Death Benefits** – are the advance payment of a portion of the Death Benefits payable under Your Policy, subject to the conditions of this Endorsement. At the time of each Election, You will specify the portion of the Death Benefit You wish to accelerate, which is the Accelerated Death Benefit on the Election Date.

**Accelerated Death Benefit Interest Rate** – means the interest rate used in calculating the Accelerated Death Benefit Payment. The Accelerated Death Benefit Interest Rate will not exceed the greater of:

1. The yield on 90-day U.S. Treasury Bills on the Election Date; and
2. The maximum adjustable Policy Loan interest rate allowed by law on each Election Date.

**Chronically Ill or Chronic Illness** – means the Insured has been certified through a written certification by a Physician within the last 12 months as:

1. Being permanently unable to perform, for at least 90 consecutive days without Substantial Assistance from another person, at least two Activities of Daily Living; “90 consecutive days” includes consecutive days immediately prior to the Policy being in effect; or
2. Requiring Substantial Supervision by another person, to protect oneself from threats to health and safety due to Severe Cognitive Impairment.

**Election Date** – means the Monthly Anniversary immediately following the date the signed application to elect Accelerated Death Benefits under this Endorsement is approved by Us.

**Immediate Family** – means the spouse, children, siblings, parents, grandparents, grandchildren, and any of their spouses.

**Initial Election Date** – means the first Election Date You elect Accelerated Death Benefits for Chronic Illness under this Endorsement.

**Physician** – is a licensed medical doctor or licensed doctor of osteopathy operating within the scope of the license. A Physician cannot be You, the Insured, a member of Your Immediate Family, or a member of the Insured’s Immediate Family.

**Proof of Qualifying Event** – is a Written Notice consisting of documents necessary to prove the Insured’s eligibility for Accelerated Death Benefits under this Endorsement. “Written Notice” is a properly completed application form and a Physician’s written certification acceptable to Us that the Insured meets the definition of Chronic Illness or Terminal Illness. We may request additional medical information from the Insured’s Physician which describes the nature and extent of the Qualifying Event. For Chronic Illness, a Physician’s written certification must be received every 12 months to continue to qualify for Accelerated Death Benefits.

**Protected Status** – means the Policy has met the requirements for Protected Status Eligibility and is guaranteed to not enter the Grace Period.

**Protected Status Eligibility** – the Policy will permanently be placed in Protected Status if the total Death Benefits accelerated under this Endorsement are equal to or greater than the Cumulative Accelerated Death Benefit Percentage shown in the Schedule of Policy Benefits for this Endorsement, multiplied by the Death Benefit on the Initial Election Date.

**Qualifying Event** – means a medical condition which results in a Chronic Illness or Terminal Illness. After We receive Proof of Qualifying Event, We may require a second opinion and examination by a Physician We designate. In the event the Insured’s Physician and Our appointed Physician disagree on whether the Insured is Chronically Ill or Terminally Ill, Accelerated Death Benefit eligibility will be determined by a third medical opinion provided by a Physician mutually acceptable to both You and Us. We will pay for the expense of these additional medical opinions.

**Residual Death Benefit** – is the greater of 5% of the Policy Death Benefit on the Initial Election Date or \$10,000. The Residual Death Benefit only applies to Accelerated Death Benefits for Chronic Illness.

**Severe Cognitive Impairment** – means deterioration or loss of intellectual capacity that is measured by clinical evidence and standardized tests, which reliably measure impairment in:

1. Short-term or long-term memory; or
2. Orientation to person, place or time; or
3. Deductive or abstract reasoning; or
4. Judgment as it relates to safety awareness.

**Substantial Assistance** – means stand-by or hands-on assistance from another person without which the Insured receiving such assistance would be unable to perform Activities of Daily Living. Stand-by assistance means the presence of another person within arm’s reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while he/she is performing Activities of Daily Living. Hands-on assistance means the direct physical assistance of another person.

**Substantial Supervision** – means requiring continual supervision by another person to protect the Insured from threats to health or safety due to Severe Cognitive Impairment and may include cueing by verbal prompting, gestures, or other similar demonstrations.

**Terminally Ill or Terminal Illness** – means the Insured has been certified through a written certification by a Physician that the Insured has been diagnosed with a medical condition which results in a drastically limited life span. A drastically limited life span is a life span of 24 months or less.

## **SECTION 1: ACCELERATED DEATH BENEFITS FOR TERMINAL ILLNESS**

**BENEFIT AMOUNT FOR TERMINAL ILLNESS** – At the time of Election, You will specify the Accelerated Death Benefit, which is the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Terminal Illness is the smaller of 10% of the Death Benefit on the Election Date or \$100,000.

The maximum Accelerated Death Benefit for Terminal Illness is the smaller of 75% of the Death Benefit on the Election Date or \$750,000.

The Accelerated Death Benefit may be limited when policy changes are made. See the Policy Changes provision on the second page for details.

**BENEFIT PAYMENT FOR TERMINAL ILLNESS** – The Accelerated Death Benefit Payment will be paid in a lump sum, and will at least be equal to the Net Cash Surrender Value multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ELECTION OF BENEFITS FOR TERMINAL ILLNESS** – To elect Accelerated Death Benefits, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Administrative Office. If We do not send the application to Your last known address within 15 days of the receipt of Your request, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Insured is Terminally Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

Only one Election can be made for Terminal Illness. If the Insured dies after You elect to receive Accelerated Death Benefits under this Endorsement, but before any Accelerated Death Benefit Payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy.

### **SECTION 1A: EFFECT OF TERMINAL ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS**

**SPECIFIED AMOUNT** – The Specified Amount will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy.

**MONTHLY DEDUCTION** – We will waive the Monthly Deductions following the Election of Accelerated Death Benefits for Terminal Illness.

**ACCOUNT VALUE (POLICY FUND)** – The Account Value (Policy Fund) will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**GRACE PERIOD AND NO LAPSE GUARANTEE** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, the Policy will not enter the Grace Period. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy.

**POLICY DEBT** – If the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the "Debt Repayment Amount". The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ADDITIONAL ACCOUNTS** – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

After You receive benefits for Accelerated Death Benefits for Terminal Illness under this Endorsement, We will waive any items deducted from the additional account.

**OTHER RIDERS AND ENDORSEMENTS** – Upon Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement.

**POLICY LOANS** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of the Accelerated Death Benefit Payment will be used to repay any Policy Debt in effect on the Election Date.

**WITHDRAWALS** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may take Withdrawals as stated in Your Policy.

**POLICY CHANGES** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

## **SECTION 2: ACCELERATED DEATH BENEFITS FOR CHRONIC ILLNESS**

**BENEFIT AMOUNT FOR CHRONIC ILLNESS** – At the time of Election, You will specify the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Chronic Illness at each Election, except the Final Election, is the smaller of 5% of the Policy Death Benefit on the Initial Election Date or \$50,000.

The maximum Accelerated Death Benefit for Chronic Illness at each Election is the smaller of 24% of the Policy Death Benefit on the Initial Election Date, or \$240,000. This amount may be smaller for a Final Election.

You can accelerate an amount less than the minimum Accelerated Death Benefit for Chronic Illness allowed if it is necessary to do so to comply with the \$1,000,000 maximum Accelerated Death Benefit limitation for this Endorsement.

The Accelerated Death Benefit may be limited when policy changes are made. See the Policy Changes provision on the second page for details.

**BENEFIT PAYMENT FOR CHRONIC ILLNESS** – Each Accelerated Death Benefit Payment will be paid in a lump sum, unless a Periodic Payment is chosen by You. The lump sum payment will at least be equal to the Net Cash Surrender Value immediately prior to the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**PERIODIC PAYMENT** – Under a Periodic Payment, We will divide the Accelerated Death Benefit Payment into equal Periodic Payments that will be paid in lieu of a lump sum payment. You may select to receive Periodic Payments as frequently as once each month.

**FINAL ELECTION** – A Final Election is available if the maximum Chronic Illness Accelerated Death Benefit at the time of the Election is greater than the remaining Death Benefit in the Policy, minus the Residual Death Benefit. A Final Election occurs when You accelerate all of the remaining Death Benefit in Your Policy minus the Residual Death Benefit. The payment must first be applied to pay off any Policy Debt to Us.

Upon a Final Election, all Riders and Endorsements attached to the Policy, except this Endorsement, will terminate on the Final Election date. Policy Loans are not available after a Final Election.

**RESIDUAL DEATH BENEFIT** – If a Final Election has occurred, the Residual Death Benefit will be paid to the Beneficiary in a lump sum upon due proof of death of the Insured.

**ELECTION OF BENEFITS FOR CHRONIC ILLNESS** – To elect Accelerated Death Benefits, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Administrative Office. If We do not send the application to Your last known address within 15 days of the receipt of Your notice, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Insured is Chronically Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

A Chronic Illness Election is effective for 12 months starting from the Election Date and only one Election can be made in this 12-month period.

If the Insured dies after You elect to receive Accelerated Death Benefits, but before the payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy. If the Insured dies before all Periodic Payments are paid, We will pay the Death Benefit in lieu of the remaining Accelerated Death Benefit Payments.

## **SECTION 2A: EFFECT OF CHRONIC ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS**

**SPECIFIED AMOUNT** – The Specified Amount will be reduced on each Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Specified Amount will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy. If prior to a Final Election We are no longer paying Accelerated Death Benefits, the Cost Of Insurance charges will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

**MONTHLY DEDUCTION** – If the Death Benefit immediately prior to the initial Election Date does not exceed \$1,000,000, We will waive the Monthly Deductions while an Election is in effect (12 months following Election Date).

If the Death Benefit immediately prior to the initial Election Date exceeds \$1,000,000, while an Election is in effect, (12 months following the Election Date), the Monthly Deductions will be multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Specified Amount immediately prior to the initial Election Date less \$1,000,000.
2. Specified Amount on the Election Date.

Monthly Deductions will stop being waived when an Election is no longer in effect.

**ACCOUNT VALUE (POLICY FUND)** – The Account Value (Policy Fund) will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Account Value (Policy Fund) will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

**GRACE PERIOD AND NO LAPSE GUARANTEE** – The Policy will not enter the Grace Period while an Election is in effect or the Policy is in Protected Status. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy while an Election is in effect or while the Policy is in Protected Status.

If no Election is in effect and the Policy is not in Protected Status, any Monthly No Lapse Guarantee Premium required to continue the No Lapse Guarantee will be due. The new Monthly No Lapse Guarantee Premium after each Accelerated Death Benefit Payment will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

**POLICY DEBT** – If You elect to receive Accelerated Death Benefits under this Endorsement while the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the Debt Repayment Amount will be divided equally over each Periodic Payment and will be applied at the time of each Periodic Payment.

**ADDITIONAL ACCOUNTS** – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the additional account will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

While We are paying Accelerated Death Benefits, We will waive any items deducted from the additional account. We will also waive these items after a Final Election.

**OTHER RIDERS AND ENDORSEMENTS** – Upon any Election other than a Final Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement. Upon a Final Election, all Riders and Endorsements, except this Endorsement, attached to the Policy will terminate on the Final Election date. After the Initial Election Date, no additional Riders or Endorsements may be added to the Policy to which this Endorsement is attached. The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

**POLICY LOANS** – After any Election, other than a Final Election, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of each Accelerated Death Benefit Payment will be used to repay any Policy Debt. Following a Final Election, Policy Loans are not available.

**WITHDRAWALS** – If You elect to receive Accelerated Death Benefits under this Endorsement, Withdrawals are not available while an Election is in effect or the Policy is in Protected Status. After You have received Benefits for Chronic Illness under this Endorsement, if the Policy is not in Protected Status, You may take Withdrawals as stated in Your Policy.

**POLICY CHANGES** – If You elect to receive Accelerated Death Benefits under this Endorsement, You cannot elect to increase or decrease the Specified Amount or change the Death Benefit Option on the Policy while an Election is in effect or the Policy is in Protected Status. If no Election is in effect and the Policy is not in Protected Status, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

**DEATH BENEFITS AFTER MAXIMUM BENEFIT** – If You have accelerated the maximum Accelerated Death Benefit of \$1,000,000 from the Policy, the following provisions will apply:

1. If a Final Election has occurred, the Residual Death Benefit will be paid upon due proof of death of the Insured.
2. If a Final Election has not occurred and the Policy is in Protected Status, the Policy is guaranteed not to enter the Grace Period, and, upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement.
3. If a Final Election has not occurred and the Policy is not in Protected Status, We will pay a Death Benefit of at least \$50,000 upon due proof of death of the Insured.

#### **OTHER PROVISIONS**

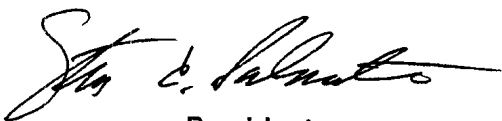
**INCONTESTABILITY** – This Endorsement is contestable on the same basis as the Policy to which it is attached.


**REINSTATEMENT** – If the Policy is reinstated, this Endorsement will be reinstated unless the maximum Accelerated Death Benefit has been paid under this Endorsement.

**TERMINATION OF THIS ENDORSEMENT** – This Endorsement will terminate upon the earliest of:

1. The date the Insured dies; or
2. The date the maximum Accelerated Death Benefit is paid; or
3. The Monthly Anniversary following Our receipt of Your written request to terminate this Endorsement; or
4. The date the Policy terminates; or
5. The date You elect a Non-Forfeiture Option under the Policy.

Termination of this Endorsement will not affect any Accelerated Death Benefit Payments that were made while this Endorsement was in effect.

  
President

  
Secretary



*A Stock Company*

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500

Administrative Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

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## ACCELERATED DEATH BENEFIT ENDORSEMENT

PAYMENT OF AN ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT WILL REDUCE THE POLICY'S DEATH BENEFIT AND POLICY VALUES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE POLICY FUND, CASH SURRENDER VALUE, AND POLICY LOAN VALUE.

UNLIKE CONVENTIONAL LIFE INSURANCE PROCEEDS, AMOUNTS PAYABLE AS ACCELERATED DEATH BENEFITS COULD BE TAXABLE UNDER SOME CIRCUMSTANCES. WE RECOMMEND THAT YOU CONSULT YOUR PERSONAL TAX ADVISOR PRIOR TO ELECTING AN ACCELERATED DEATH BENEFIT UNDER THIS ENDORSEMENT TO ASSESS THE TAX TREATMENT IN YOUR INDIVIDUAL CIRCUMSTANCES.

THE ACCELERATED DEATH BENEFIT OF THIS ENDORSEMENT IS NOT PAYABLE IF THE POLICY TO WHICH IT IS ATTACHED IS NOT IN EFFECT.

The Owner is referred to as "You" or "Your"; Midland National Life Insurance is referred to as "We", "Our", or "Us."

This Endorsement is attached to and made a part of Your Policy. Except as provided in this Endorsement, all other terms, provisions and conditions of Your Policy remain the same.

**EFFECTIVE DATE** – The Effective Date of this Endorsement is the Policy Date shown in the Schedule of Policy Benefits of Your Policy.

**CONSIDERATION** – This Endorsement is issued in consideration of the application and payment of the initial premium for the base Policy. There is no additional charge associated with this Endorsement. However, an administrative fee is required when an Accelerated Death Benefit Payment is made.

**ENDORSEMENT BENEFIT** – This Endorsement provides an Accelerated Death Benefits for Terminal Illness.

We will pay You, or Your estate, a portion of the Policy Death Benefit You wish to accelerate upon Our receipt of due Proof of Qualifying Event that the Insured is Terminally Ill as defined in this Endorsement. Unless the Accelerated Death Benefit has been otherwise assigned or designated by You, such Accelerated Death Benefit will be paid:

1. While the Policy is in effect, other than by reduced paid-up life insurance; and
2. Upon Election by You; and
3. In lieu of payment of the full Death Benefit of the Policy upon the death of the Insured; and
4. Subject to the terms of this Endorsement.

The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

Prior to or beginning with the Election to accelerate Death Benefits, You, and any Irrevocable Beneficiary, will be provided a statement demonstrating the effect of the acceleration of the Death Benefit payment on the Policy's Net Cash Surrender Value, Death Benefit, Monthly Deductions, and Policy Debt. It will include any premium necessary to continue coverage following acceleration, the administrative fee and the discount applied to the Accelerated Death Benefit.

**ACCELERATED DEATH BENEFIT PAYMENT** – The Accelerated Death Benefit Payment will be determined upon Your Election. The following factors may be used in the determination of the payment:

1. The Accelerated Death Benefit; and
2. The future expected lifetime of the Insured; and
3. The Accelerated Death Benefit Interest Rate in effect; and
4. The administrative fee. The maximum administrative fee will not exceed \$200.00 for each Election.

We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated. The discount will be based on mortality rates and an annual interest rate which has been declared by Us in effect as of the Election Date.

The Accelerated Benefit Payment will be less than the Accelerated Death Benefit.

**DEATH BENEFIT** – If You elect to receive an Accelerated Death Benefit under this Endorsement, the Policy's Death Benefit payable upon due proof of death of the Insured to Your Beneficiary will be reduced. We will reduce the Death Benefit amount by the Accelerated Death Benefit under this Endorsement. Upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement.

**PROVISIONS OR RIDERS OR ENDORSEMENTS THAT RESTRICT CHANGES TO YOUR DEATH BENEFIT** – If You have elected a Policy provision, Rider, or Endorsement that restricts You from making changes to Your Death Benefit, You may not elect an Accelerated Death Benefit under this Endorsement.

## DEFINITIONS

**Accelerated Death Benefit** – is the advance payment of a portion of the Death Benefit payable under Your Policy, subject to the conditions of this Endorsement. At the time of Election, You will specify the portion of the Death Benefit You wish to accelerate, which is the Accelerated Death Benefit on the Election Date.

**Accelerated Death Benefit Interest Rate** – means the interest rate used in calculating the Accelerated Death Benefit. The Accelerated Death Benefit Interest Rate will not exceed the greater of:  
The yield on 90-day U.S. Treasury Bills on the Election Date; and  
The maximum adjustable Policy Loan interest rate allowed by law on each Election Date.

**Election Date** – means the Monthly Anniversary immediately following the date the signed application to elect an Accelerated Death Benefits under this Endorsement is approved by Us.

**Immediate Family** – means the spouse, children, siblings, parents, grandparents, grandchildren, and any of their spouses.

**Physician** – is a licensed medical doctor or licensed doctor of osteopathy operating within the scope of the license. A Physician cannot be You, the Insured, a member of Your Immediate Family, or a member of the Insured's Immediate Family.

**Proof of Qualifying Event** – is a Written Notice consisting of documents necessary to prove the Insured's eligibility for an Accelerated Death Benefit under this Endorsement. "Written Notice" is a properly completed application form and a Physician's written certification acceptable to Us that the Insured meets the definition of Terminal Illness. We may request additional medical information from the Insured's Physician which describes the nature and extent of the Qualifying Event.

**Qualifying Event** – means a medical condition which results in a Terminal Illness. After We receive Proof of Qualifying Event, We may require a second opinion and examination by a Physician We designate. In the event the Insured's Physician and Our appointed Physician disagree on whether the Insured is Terminally Ill, Accelerated Death Benefit eligibility will be determined by a third medical opinion provided by a Physician mutually acceptable to both You and Us. We will pay for the expense of these additional medical opinions.

**Terminally Ill or Terminal Illness** – means the Insured has been certified through a written certification by a Physician that the Insured has been diagnosed with a medical condition which results in a drastically limited life span. A drastically limited life span is a life span of 24 months or less.

## **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

**BENEFIT AMOUNT FOR TERMINAL ILLNESS** – At the time of Election, You will specify the Accelerated Death Benefit, which is the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Terminal Illness is the smaller of 10% of the Death Benefit on the Election Date or \$100,000.

The maximum Accelerated Death Benefit for Terminal Illness is the smaller of 75% of the Death Benefit on the Election Date or \$750,000.

The Accelerated Death Benefit may be limited when policy changes are made. See the Accelerated Death Benefit Payment provision for details.

**BENEFIT PAYMENT FOR TERMINAL ILLNESS** – The Accelerated Death Benefit Payment will be paid in a lump sum, and will at least be equal to the Net Cash Surrender Value multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ELECTION OF BENEFITS FOR TERMINAL ILLNESS** – To elect an Accelerated Death Benefit, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Administrative Office. If We do not send the application to Your last known address within 15 days of the receipt of Your request, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Insured is Terminally Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

Only one Election can be made for Terminal Illness. If the Insured dies after You elect to receive an Accelerated Death Benefit under this Endorsement, but before any Accelerated Death Benefit Payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy.

### **SECTION 1: EFFECT OF TERMINAL ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS**

**SPECIFIED AMOUNT** – The Specified Amount will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy.

**MONTHLY DEDUCTION** – We will waive the Monthly Deductions following the Election of an Accelerated Death Benefit for Terminal Illness.

**POLICY FUND** – The Policy Fund will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**GRACE PERIOD AND NO LAPSE GUARANTEE** – After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, the Policy will not enter the Grace Period. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy.

**POLICY DEBT** – If the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**ADDITIONAL ACCOUNTS** – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, We will waive any items deducted from the additional account.

**OTHER RIDERS AND ENDORSEMENTS** – Upon Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement.

**POLICY LOANS** – After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of the Accelerated Death Benefit Payment will be used to repay any Policy Debt in effect on the Election Date.

**WITHDRAWALS** – After You receive an Accelerated Death Benefit for Terminal Illness under this Endorsement, You may take Withdrawals as stated in Your Policy.

**POLICY CHANGES** – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

#### **OTHER PROVISIONS**

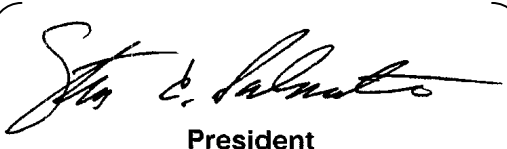
**INCONTESTABILITY** – This Endorsement is contestable on the same basis as the Policy to which it is attached.

**REINSTATEMENT** – If the Policy is reinstated, this Endorsement will be reinstated unless the maximum Accelerated Death Benefit has been paid under this Endorsement.

**TERMINATION OF THIS ENDORSEMENT** – This Endorsement will terminate upon the earliest of:

1. The date the Insured dies; or
2. The date the maximum Accelerated Death Benefit is paid; or
3. The Monthly Anniversary following Our receipt of Your written request to terminate this Endorsement; or
4. The date the Policy terminates; or
5. The date You elect a Non-Forfeiture Option under the Policy.

Termination of this Endorsement will not affect any Accelerated Death Benefit Payment that was made while this Endorsement was in effect.

  
President

  
Secretary

<b>SERFF Tracking #:</b>	NALH-128611967	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	TR182, TR183, TR184 AND TR185
<b>State:</b>	Arkansas	<b>Filing Company:</b>	Midland National Life Insurance Company		
<b>TOI/Sub-TOI:</b>	L08 Life - Other/L08.000 Life - Other				
<b>Product Name:</b>	TR182, TR183, TR184 and TR185				
<b>Project Name/Number:</b>	TR182, TR183, TR184 and TR185/TR182, TR183, TR184 and TR185				

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR READABILITY CERTIFICATE.pdf			
AR Certificate of Compliance.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability and sample additional benefits schedule page		
Comments:			
Attachment(s):			
Statement of Variability.pdf			
Sample Schedule Pages .pdf			

## READABILITY CERTIFICATE

I certify that Readability has been tested under the Flesch Readability formula set forth by Rudolph Flesch in his book, The Art of Readability Writing and that the form(s) meet your minimum readability requirements for the form(s) listed below:

<b><u>Form Number</u></b>	<b><u>Description</u></b>	<b><u>Score</u></b>
TR182	Accelerated Death Benefit Endorsement	50.1
TR183	Accelerated Death Benefit Endorsement	50.5
TR184	Accelerated Death Benefit Endorsement	50.1
TR183	Accelerated Death Benefit Endorsement	50.5



Timothy Reuer, FSA, MAAA  
Vice President - Product Development  
North American Company for Life and Health Insurance

August 28, 2012

\_\_\_\_\_  
Date

STATE OF ARKANSAS

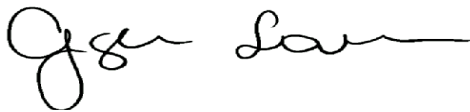
Certificate of Compliance

We certify compliance with the following:

Rule 19 – Unfair Sex Discrimination in the Sale of Insurance

Rule and Regulation 49 – each policyholder will be provided a life and health guarantee notice at time of issue;

A.C.A. § 23-79-138 for Policy Information Requirements – each policy will contain the contact information of the policyholder's service office, soliciting agent and the state insurance department.

A handwritten signature in black ink, appearing to read "J. L. Lamm". The signature is fluid and cursive, with a long horizontal stroke at the end.

Senior Contracts Analyst

Date: August 28, 2012

## Statement of Variability

The following is a list of bracketed items and the corresponding range of text and/or values. Some of the items are bracketed for future flexibility.

The following criteria are used to determine the value of each bracketed item:

Consumer demands and preferences

The market conditions and the competitive environment.

The economic environment and its impact on our investment portfolio.

The Company's experience for lapses, mortality and expenses

Bracketed Item	Variable Text/Range
<b>Additional Benefits Provided by Endorsement or Rider</b>	Endorsements and Riders are optional and/or specific underwriting criteria must be met for the insured. The expiry date, benefit units and annual premium would vary by the insured. Previously approved riders or endorsements may be added to the Policy in the future.
Chronic Illness: Maximum of Each Election: The Smaller Of 24% Of The Death Benefit On Initial Election Date Or \$240,000  Cumulative Accelerated Benefit Percentage: [50%]	The Chronic Illness benefit will only be issued if certain qualifications are met. If the owner does not qualify for the chronic illness benefit this language will not be shown  The Cumulative Accelerated Benefit Percentage can range from 25-75%.

## SCHEDULE OF POLICY BENEFITS (CONTINUED)

### ADDITIONAL BENEFITS PROVIDED BY ENDORSEMENT OR RIDER

DESCRIPTION OF ADDITIONAL POLICY BENEFITS	YEARS PAYABLE/ EXPIRY DATE	BENEFIT UNITS OR AMOUNT	ANNUAL PREMIUM
[Accidental Death Benefit]	[01/01/2035]	[\$100,000.00]	[\$84.00]
[Children's Term Insurance Rider]	[01/01/2030]	[5.00 Units]	[\$30.00]
[Waiver of Charges]	[01/01/2035]	[N/A]	[\$11.80]
[Guaranteed Insurability Rider]	[01/01/2015]	[\$20,000.00]	[\$39.96]
[Flexible Disability Rider ]	[01/01/2045]	[\$1,250.00 Monthly]	[\$600.00]

Accelerated Benefit Endorsement

[01/01/2095]

[N/A]

[NONE]

Maximum Accelerated Death Benefit: \$1,000,000

Terminal Illness:

Maximum Election:

The Smaller Of 75% Of The Death Benefit On  
Election Date Or \$750,000

Life Expectancy To Qualify For Benefits:

24 months Or Less

Chronic Illness:

Maximum of Each Election:

The Smaller Of 24% Of The Death Benefit  
On Initial Election Date Or \$240,000

Cumulative Accelerated Benefit Percentage: [50%]